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21 **UNITED STATES DISTRICT COURT**
22
23 **NORTHERN DISTRICT OF CALIFORNIA**

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28 **DAVID GOLDBLATT,**
1 individually and on behalf of all
2 others similarly situated,

3 Plaintiff,

4 v.

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7 **HEWLETT-PACKARD**
8 **COMPANY,**
9 **A Delaware Corporation.**

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28 **Defendant.**

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28 **CASE NO.: CV 11-05779-LHK**

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28 **STIPULATION AND ORDER**
1 **REGARDING DEADLINE TO**
2 **RESPOND TO COMPLAINT**
3 **[MODIFICATIONS BY THE**
4 **COURT ARE UNDERLINED]**

1 **WHEREAS**, Plaintiff David Goldblatt (“Plaintiff”) filed a class action
2 complaint (the “Complaint”) against Hewlett-Packard Company (“Defendant”) on
3 December 1, 2011 in which Plaintiff asserted claims regarding the software (the
4 “Software”) installed on certain printers manufactured by Defendant (the
5 “Printers”);

6 **WHEREAS**, Defendant’s answer or motion to dismiss the Complaint is
7 currently due on December 29, 2011;

8 **WHEREAS**, Plaintiff has indicated to Defendant that Plaintiff intends to
9 serve upon Defendant, pursuant to California Civil Code Section 1782(a) (“Section
10 1782(a)”), a letter (the “CLRA Letter”) requesting that Defendant satisfy Plaintiff
11 and the Class’ demands regarding the Software and the Printers (the “Demands”);

12 **WHEREAS**, pursuant to Section 1782(a), Defendant is afforded 30 days to
13 respond to the CLRA Letter;

14 **WHEREAS**, Plaintiff has further indicated to Defendant that, in the event
15 that Defendant does not satisfy the Demands, Plaintiff presently intends to file an
16 amended complaint (the “Amended Complaint”) to assert, among other things, a
17 claim for monetary damages under California Civil Code § 1770;

18 **WHEREAS**, in order to streamline the process for Defendant to respond to
19 the CLRA Letter, the filing of a possible Amended Complaint in the event that
20 Defendant does not satisfy the Demands, and Defendant’s response thereto, the
21 Parties have met and conferred regarding a proposed schedule;

22 **WHEREAS**, neither party has sought any previous time modifications;

23 **WHEREAS**, the stipulated schedule sought herein will not affect the
24 schedule for the parties’ Case Management Conference, which has been set by the
25 Court.

26 **ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED**
27 **THAT:**

28 1. Defendant need not answer or otherwise respond to the Complaint.

1 2. Plaintiff will serve the CLRA Letter upon Defendant by no later than
2 **December 23, 2011.**

3 3. Defendant shall inform Plaintiff as to whether Defendant will meet the
4 Demands set forth in the CLRA Letter by no later than **January 23, 2011.**

5 4. In the event that Defendant does not agree to meet the Demands set
6 forth in the CLRA Letter, Plaintiff shall file the Amended Complaint by no later
7 than **February 3, 2012.**

8 5. Defendant's answer or motion to dismiss the Amended Complaint
9 shall be filed by no later than **March 2, 2012.**

10 6. Plaintiff's opposition to Defendant's motion to dismiss shall be filed
11 by no later than **March 30, 2012.**

12 7. Defendant's reply in further support of its motion to dismiss shall be
13 filed by no later than **April 13, 2012.**

14 8. A hearing on any motion to dismiss shall be set for **Thursday, May 3,**
15 **2012 at 1:30 p.m.** Should the Defendant file an answer instead of a motion to
16 dismiss on March 2, 2012, the May 3 hearing date shall be vacated.

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18 Dated: December 23, 2011

KIESEL BOUCHER & LARSON LLP

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5 *Attorneys for Plaintiff*

6
7 Dated: December 23, 2011

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26 Attorneys for Defendant

27 Hewlett-Packard Co.

28 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

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30 **DATED:** January 2, 2012

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32 HON. LUCY H. KOH
33 U.S.D.J.